

JAN 24 2014

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
PROVIDENCE, SC. SUPERIOR COURT  
CIVIL DOCKET # C.A. PC14-

(A)

WILLIAM J. RUOTOLO,  
*Plaintiff,*

v.  
AFNI, INC.,  
CHASE RECEIVABLES,  
A PROFESSIONAL COLLECTION AGENCY,  
CHASE RECEIVABLES, INC.,  
CONVERGENT OUTSOURCING, INC., and  
EOS CCA,  
*Defendants*

**NOTICE OF A LAWSUIT AND REQUEST TO WAIVE SERVICE OF A  
SUMMONS**

To: EOS CCA  
700 Longwater Drive  
Norwell, MA 02061

A lawsuit has been commenced against you (or the entity on whose behalf you are addressed). A copy of the complaint is attached to this notice. It has been filed in the Superior Court of Rhode Island for the County of Providence and has been assigned docket number identified above.

This is not a formal summons or notification from the court, but rather my request that you sign and return the enclosed waiver of service in order to save the cost of serving you with a judicial summons and an additional copy of the complaint. The cost of service will be avoided if I receive a signed copy of the waiver within thirty (30) days after the date designated below as the date on which this Notice and Request is sent. I enclose a stamped and addressed envelope for your use. An extra copy of the waiver is also attached for your records.

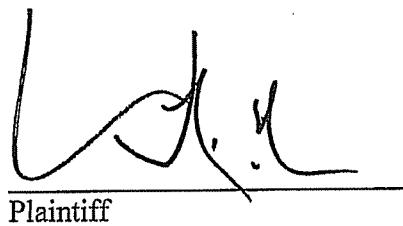
If you comply with this request and return the signed waiver, it will be filed with the court and no summons will be served on you. The action will then proceed as if you had been served on the date the waiver is filed, except that you

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will not be obligated to answer the complaint before 60 days from the date designated below as the date on which this notice is sent (or before 90 days from that date if your address is not in the United States).

If you do not return the signed waiver within the time indicated, I will take appropriate steps to effect formal service in a manner authorized by the Superior Court Rules of Civil Procedure and will then, to the extent authorized by the Rules, ask the court to require you (or the party on whose behalf you are addressed) to pay the full costs of such service. In that connection, please read the statement concerning the duty of parties to waive the service of the summons, which is set forth on the reverse side (or at the foot) of the waiver form.

I affirm that this request is being sent to you on behalf of the plaintiff, this 22<sup>nd</sup> day of January, 2014.



A handwritten signature in black ink, appearing to read "LJ". It is written in a cursive style with a horizontal line underneath it. Below the line, the word "Plaintiff" is printed in a standard font.

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### WAIVER OF THE SERVICE OF SUMMONS

**To:** WILLIAM J. RUOTOLI, PLAINTIFF  
*(Name of the plaintiff's attorney or unrepresented plaintiff)*

I have received your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date: \_\_\_\_\_

*Signature of the attorney or unrepresented party*

*Printed name of party waiving service of summons*

*Address*

*E-mail address*

*Telephone number*

#### Duty to Avoid Unnecessary Expenses of Serving a Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United

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States will be required to pay the expenses of service, unless the defendant shows good cause for the failure. "Good cause" does *not* include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

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STATE OF RHODE ISLAND AND



PROVIDENCE PLANTATIONS

**SUPERIOR COURT**

- Providence/Bristol County  
Licht Judicial Complex  
250 Benefit Street  
Providence, Rhode Island 02903
- Kent County  
Noel Judicial Complex  
222 Quaker Lane  
Warwick, Rhode Island 02886

- Newport County  
Murray Judicial Complex  
45 Washington Square  
Newport, Rhode Island 02840
- Washington County  
McGrath Judicial Complex  
4800 Tower Hill Road  
Wakefield, Rhode Island 02879

William J. Ruotolo

**Plaintiff**

v.

AFNI, Inc., et al.

**Defendant**

*To the above-named Defendant:*

The above-named Plaintiff has brought an action against you in said Superior Court in the county indicated above. You are hereby summoned and required to serve upon William J. Ruotolo, the Plaintiff's attorney, whose address is PO Box 111, North Scituate, RI 02857 an answer to the complaint which is herewith served upon you within twenty (20) days after service of this summons upon you, exclusive of the day of service.

If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Your answer must also be filed with the court.

As provided in Rule 13(a) of the Superior Court Rules of Civil Procedure, unless the relief demanded in the complaint is for damage arising out of your ownership, maintenance, operation, or control of a motor vehicle, or unless otherwise provided in Rule 13(a), your answer must state as a counterclaim any related claim which you may have against the Plaintiff, or you will thereafter be barred from making such claim in any other action.

Clerk

Dated: \_\_\_\_\_

(Seal of the Superior Court)

WILLIAM J. RUOTOLO

January 6, 2014

Clerk of Court  
PROVIDENCE SUPERIOR COURT, CIVIL  
250 BENEFIT STREET  
PROVIDENCE, RI 02903

RE: William J. Ruotolo, *Plaintiff*  
v.  
AFNI, Inc., et al., *Defendants*  
C.A. PC14-To Be Determined

Dear Sir/Madame:

Enclosed for filing please find the following:

1. COMPLAINT BY PLAINTIFF, WILLIAM J. RUOTOLO AGAINST DEFENDANTS, AFNI, INC., CHASE RECEIVABLES, A PROFESSIONAL COLLECTION AGENCY, CHASE RECEIVABLES, INC., CONVERGENT OUTSOURCING, INC., AND EOS CCA;
2. Five Summons to be stamped by the Clerk of Court for Service of Process;
3. Check in the amount of \$160.00; and
4. A self-addressed and stamped envelope for return of the enclosed summonses for the Court's Seal.

Thank you.

Sincerely,



William J. Ruotolo

C:\wjr\wjr\RUOTOLO v. afni, chase receivables, convergent outsourcing, eos cca\complaint\clerk of court - 01.06.2013 - complaint, filing fee.doc

STATE OF RHODE ISLAND



AND PROVIDENCE PLANTATIONS

## SUPERIOR COURT

## CIVIL CASE COVER SHEET

CASE #

THIS FORM MUST BE FILED WITH EACH ORIGINAL DOCUMENT THAT COMMENCES A CIVIL PROCEEDING IN THE CLERK'S OFFICE. IF THE CASE IS A DISTRICT COURT APPEAL, THIS FORM MUST BE FILED WITH THE APPEAL IN THE DISTRICT COURT AND WILL BE TRANSFERRED WITH OTHER DOCUMENTS TO THE SUPERIOR COURT.

William J. Ruotolo PLAINTIFF	ID#	AFNI, Inc., et al. DEFENDANT	ID#
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NATURE OF PROCEEDING - CHECK ONE APPLICABLE CASE TYPE UNDER MAIN CATEGORIES LISTED BELOW.

**CIVIL ACTION**

- |                                   |                                |                                  |
|-----------------------------------|--------------------------------|----------------------------------|
| ( ) AA AGENCY APPEAL              | ( ) EX EXCESSIVE TAX           | ( ) PJ PERSONAL INJURY/VEHICLE   |
| ( ) AB ASSAULT AND BATTERY        | ( ) FF FORFEITURE              | ( ) PL PRODUCT LIABILITY         |
| ( ) AE ASBESTOS CASES             | ( ) FG FOREIGN JUDGMENT        | ( ) PR PARTITION                 |
| ( ) AI ANTI-TRUST                 | ( ) FS FRIENDLY SUIT           | ( ) RC REINSTATE CHARTER         |
| ( ) BA BOOK ACCOUNT               | ( ) ID PER INJURY/PROP DAM/VEH | ( ) PT PROMISSARY NOTE           |
| ( ) BP BILL OF RIGHTS-POLICE OFF  | ( ) IJ INJUNCTIVE RELIEF       | ( ) RY REAL PROPERTY             |
| ( ) CH CIVIL RIGHTS/JOB DISCRIM   | ( ) IP INTERPLEADER            | ( ) SA SEXUAL ABUSE              |
| ( ) CI CRIMINAL INJURY COMP       | ( ) KP KUGEL PATCH             | ( ) SF SPECIFIC PERFORMANCE      |
| ( ) CL COMMON LAW ASSIGNMENT      | ( ) LC LEAD CASE               | ( ) SX SEXUAL HARASSMENT         |
| ( ) CM COMMON LAW LIEN            | ( ) LS LIBEL/SLANDER           | ( ) TD CONTRACT DAMAGES          |
| ( ) CS CONVERSION                 | ( ) ME MALPRACTICE/LEGAL       | ( ) TE TRESPASS AND EJECTMENT    |
| ( ) CV CRIMINAL CONVERSION        | ( ) MM MALPRACTICE/MEDICAL     | ( ) TO TITLE CLEARING            |
| ( ) CH CIVIL RIGHTS/JOB DISCRIMIN | ( ) MO MALPRACTICE/OTHER       | ( ) TV TRUSTEE/APPT CONVEY TITLE |
| ( ) DJ DECLARATORY JUDGMENT       | ( ) MR MERS                    | ( ) TG TRUSTEE/ACCOUNTING        |
| ( ) DG RECOVERY OF DAMAGES        | ( ) OV OTHER CIVIL ACTION      | ( ) UM UNINSURED MOTORIST        |
| ( ) DB DEBT ON JUDGMENT           | ( ) PB PROPERTY DAMAGES        | ( ) WD WRONGFUL DEATH/ OTHER     |
| (✓) DD DECEPTIVE TRADE PRACTICE   | ( ) PG PROPERTY DAMAGES/VEH    | ( ) WE WRONGFUL DEATH/ MED. MAL  |
| ( ) DN DENIAL OF PROBATE CLAIM    | ( ) PI PERSONAL INJURY         | ( ) WM WRIT OF MANDAMUS          |

This case involves the following Counts: 1) Federal and State Fair Debt Collection Practices Act ( ) WR WRIT OF REPLEVIN

MISCELLANEOUS PETITION Violations, 2) Fraud, and 3) Unfair Business Dealings/Bad Faith Counts.

- |                                 |                                  |                                   |
|---------------------------------|----------------------------------|-----------------------------------|
| ( ) AC ARBITRATION/CONFIRM      | ( ) GJ GRAND JURY INVESTIGATION  | ( ) PX PETITION TO EXPUNGE        |
| ( ) AD ARBITRATION AWARD        | ( ) HC HABEAS CORPUS             | ( ) PY PETITION INVENT (WIRE TAP) |
| ( ) AS ASSESSMENT OF DAMAGES    | ( ) LN LEVEL COMMUN NOTIFICATION | ( ) RB ARBITRATION REFERRAL       |
| ( ) CE CONDEMNATION             | ( ) ML MECHANICS LIEN            | ( ) RP RULE 5A PETITION           |
| ( ) CN CONFIRM COMPROMISE       | ( ) MW MATERIAL WITNESS          | ( ) RV RECEIVERSHIP               |
| ( ) CP CONTEMPT                 | ( ) OM OTHER MISC PETITION       | ( ) SO SEXUAL VIOLENT PREDATOR    |
| ( ) DI DISCLAIMER               | ( ) OW OUT OF STATE WITNESS      | ( ) SS STRUCTURED SETTLEMENT      |
| ( ) DS DISSOLUTION OF CORP      | ( ) PC POST CONVICTION RELIEF    | ( ) TA APPOINTMENT OF TRUSTEE     |
| ( ) DT DECLINATION OF TRUSTEE   | ( ) PD PETITION TO TAKE DEPO     | ( ) TC TITLE CLEARING (TAX TITLE) |
| ( ) EN END PARTNERSHIP          | ( ) PM PETITION FOR IMMUNITY     | ( ) TL FORECLOSURE/TAX LIEN       |
| ( ) FC FORFEITURE OF CHARTER    | ( ) PO PETITION FOR CONSTABLE    | ( ) TS TRUSTEE SUCCESSOR          |
| ( ) FL FORECLOSURE RIGHTS REDEM | ( ) PS PERFORM SURGERY           | ( ) VC VACATE ARBITRATION         |

**PROBATE APPEAL**

- |                     |                             |             |
|---------------------|-----------------------------|-------------|
| ( ) GD GUARDIANSHIP | ( ) OA OTHER PROBATE APPEAL | ( ) WL WILL |
| ( ) NC NAME CHANGE  | ( ) TU TRUST                |             |

**DISTRICT COURT APPEAL**

- |                           |
|---------------------------|
| ( ) DISTRICT COURT APPEAL |
|---------------------------|

TRIAL	( <input checked="" type="checkbox"/> ) YES	( <input type="checkbox"/> ) NO	IF YES:	( <input checked="" type="checkbox"/> ) JURY	( <input type="checkbox"/> ) NON-JURY
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ATTORNEY NAME AND RHODE ISLAND BAR NUMBER:

PRO SE/NAME: William J. Ruotolo

DATE: January 6, 2014

SC-223

Superior-3 (revised October 2011)

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
PROVIDENCE, SC. SUPERIOR COURT  
CIVIL DOCKET # C.A. PC14-

WILLIAM J. RUOTOLI,  
*Plaintiff,*

AFNI, INC.,  
CHASE RECEIVABLES,  
A PROFESSIONAL COLLECTION AGENCY,  
CHASE RECEIVABLES, INC.,  
CONVERGENT OUTSOURCING, INC., and  
EOS CCA,  
*Defendants*

**COMPLAINT BY PLAINTIFF, WILLIAM J. RUOTOLo AGAINST  
DEFENDANTS, AFNI, INC., CHASE RECEIVABLES, A PROFESSIONAL  
COLLECTION AGENCY, CHASE RECEIVABLES, INC., CONVERGENT  
OUTSOURCING, INC., AND EOS CCA**

NOW COMES the Plaintiff, WILLIAM J. RUOTOLo and states as follows:

¶ 1. The Plaintiff, WILLIAM J. RUOTOLLO, is a Rhode Island resident whose current address is PO Box 111, North Scituate, RI 02857.

¶ 2. The Defendant, AFNI, INC., is an entity incorporated in the state of Illinois and is a corporation which provides debt collection services, has a usual business address listed as 310 Martin Luther King Drive, Bloomington, IL 61702-3517, and whose registered agent for service of process is Gregory J. Donovan, 404 Brock Drive, Bloomington, IL 61701.

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¶3. The Defendant, CHASE RECEIVABLES, A PROFESSIONAL COLLECTION AGENCY, is an entity incorporated in the state of California and is a corporation which provides debt collection services, has a usual business address listed as 1247 Broadway, Sonoma, CA 95478, and whose registered agent for service of process is Terremce L. Paff, 951 California, Blvd., Napa, CA 94559.

¶4. The Defendant, CHASE RECEIVABLES, INC., is an entity incorporated in the state of California and is a corporation which provides debt collection services, has a usual business address listed as 1247 Broadway, Sonoma, CA 95478, and whose registered agent for service of process is Terremce L. Paff, 951 California, Blvd., Napa, CA 94559 and as of November 22, 2013, the Secretary of State's website indicates this entities status is "SUSPENDED."

¶5. The Defendant, CONVERGENT OUTSOURCING, INC., is an entity incorporated in the state of Washington and is a corporation which provides debt collection services, has a usual business address listed as 800 SW 39th Street, PO Box 9004, Renton, WA 98057, and whose registered agent for service of process is Steven J. Hunter, 800 SW 39<sup>th</sup> Street, WA 98057-9004.

¶6. The Defendant, EOS CCA, is an entity which is engaged in debt collection throughout the United States with a usual place of business at 700 Longwater Drive, Norwell, MA 02061, and its internet website indicates the following concerning EOS CCA: "The EOS Group is a group of companies active throughout the world, with more than 40 subsidiaries and associated companies in

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over 20 countries. Its headquarters are in Hamburg (Germany)," and that "EOS CCA is headquartered just outside Boston in Norwell, Massachusetts." See <http://www.eos-cca.com/AboutEOSCCA/tabcid/56/Default.aspx>. It is not registered with the Massachusetts Secretary of State, Corporations Division under the name EOS CCA. EOS CCA is an entity which provides debt collection services.

¶ 7. Beginning in, or around January, 2012, and at times thereafter, the Defendants, and or their predecessors or assigns, at various times provided debt collection services to creditors and purported creditors to the best of the Plaintiff's knowledge and belief.

¶ 8. In, or around January, 2012, the Defendants, were subject to The Fair Debt Collection Practices Act - Pub. L. 109-351, §§ 801-819, 120 Stat. 1966 ((2006)) and 15 U.S.C. §§ 1692-1692p and The Rhode Island Fair Debt Collection Practices R.I.G.L. § 19-14.9-1 through § 19-14.9-14.

¶ 9. In, or around January, 2012, the Defendants, and or their predecessors or assigns, were aware that the Plaintiff contested the debt and proof of debt and requested documents, information and proof of debt by, inter alias, requesting the following:

- a. "It was requested that they provide, within five (5) business days any proof of claimed debt owed.
- b. A breakdown of the claimed debt with respect to amounts owed and dates on which claimed debt was owed.

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- c. It is requested that they provide proof of signatures on any claimed debt owed.
- d. It is requested that they immediately advise who the original claimed creditor was and whether the claimed debt has been purchased and by whom.
- e. They were requested to provide all notices and documentation required in compliance with the Federal Fair Debt Collection Practices Act.
- f. It is requested that they provide proof of debt and signatures of the purported debtor from their predecessors collection agents and the claimed Creditor, if any.
- g. It is requested that they provide any and all documentation with respect to how the original creditor, successive creditor(s), or any collection agency has calculated the amount which is claimed to be owed.
- h. It is requested that any and all documentation purporting to be a contract on which they or any creditor with an interest in the above between the undersigned and the ORIGINAL creditor.
- i. Information identifying the name of any purchaser or purchasers of the claimed debt.
- j. It is requested that any contract purporting to sell or transfer any debt obligation which claims to involve the Creditor named in their communications to the Plaintiff.

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- k. Any and all documentation related to notices sent by VERIZON concerning claimed delinquency with respect to an account in the name of the undersigned for the past three (3) years.
- l. Any and all documentation reflecting payments made to VERIZON, including but not limited to, copies of cancelled checks, electronic payments from the undersigned's bank account, and any other electronic payments made to VERIZON."

¶ 10. The Defendants failed to comply with a majority of the requests and failed to comply with The Fair Debt Collection Practices Act - Pub. L. 109-351, §§ 801-819, 120 Stat. 1966 ((2006)) and 15 U.S.C. §§ 1692-1692p and The Rhode Island Fair Debt Collection Practices R.I.G.L. § 19-14.9-1 through § 19-14.9-14.

¶ 11.. In addition to the above, the Defendants provided information to the Plaintiff that was false and/or misleading with the intent that the Plaintiff rely on said information to his financial detriment.

¶ 12. As a direct and proximate cause of the acts of Defendants' conduct, misrepresentation, bad faith, and fraud, the Plaintiff was financially harmed.

#### CAUSES OF ACTION

##### COUNT I

(Violation of The Fair Debt Collection Practices Act - Pub. L. 109-351, §§ 801-819, 120 Stat. 1966 ((2006)) and 15 U.S.C. §§ 1692-1692p)

¶ 13. The Plaintiff, WILLIAM J. RUOTOLI, repeats and re-avers paragraphs 1 though 12 above as if they were stated here verbatim.

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¶ 14. Beginning in, or around January, 2012, and at times thereafter, the Defendants, and or their predecessors or assigns, at various times provided communication

¶ 15. In, or around January, 2012, the Defendants, were subject to The Fair Debt Collection Practices Act - Pub. L. 109-351, §§ 801-819, 120 Stat. 1966 ((2006)) and 15 U.S.C. §§ 1692-1692p and The Rhode Island Fair Debt Collection Practices R.I.G.L. § 19-14.9-1 through § 19-14.9-14.

¶ 16. In, or around January, 2012, the Defendants, and or their predecessors or assigns, were aware that the Plaintiff contested the debt and proof of debt and requested documents, information and proof of debt by, inter alias, requesting the following:

- a. "It was requested that they provide, within five (5) business days any proof of claimed debt owed.
- b. A breakdown of the claimed debt with respect to amounts owed and dates on which claimed debt was owed.
- c. It is requested that they provide proof of signatures on any claimed debt owed.
- d. It is requested that they immediately advise who the original claimed creditor was and whether the claimed debt has been purchased and by whom.
- e. They were requested to provide all notices and documentation required in compliance with the Federal Fair Debt Collection Practices Act.

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- f. It is requested that they provide proof of debt and signatures of the purported debtor from their predecessors collection agents and the claimed Creditor, if any.
- g. It is requested that they provide any and all documentation with respect to how the original creditor, successive creditor(s), or any collection agency has calculated the amount which is claimed to be owed.
- h. It is requested that any and all documentation purporting to be a contract on which they or any creditor with an interest in the above between the undersigned and the ORIGINAL creditor.
- i. Information identifying the name of any purchaser or purchasers of the claimed debt.
- j. It is requested that any contract purporting to sell or transfer any debt obligation which claims to involve the Creditor named in their communications to the Plaintiff.
- k. Any and all documentation related to notices sent by VERIZON concerning claimed delinquency with respect to an account in the name of the undersigned for the past three (3) years.
- l. Any and all documentation reflecting payments made to VERIZON, including but not limited to, copies of cancelled checks, electronic payments from the undersigned's bank account, and any other electronic payments made to VERIZON."

¶ 17. The Defendants failed to comply with a majority of the requests and failed to comply with The Fair Debt Collection Practices Act - Pub. L. 109-

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351, §§ 801-819, 120 Stat. 1966 ((2006)) and 15 U.S.C. §§ 1692-1692p and The Rhode Island Fair Debt Collection Practices R.I.G.L. § 19-14.9-1 through § 19-14.9-14.

¶ 18. As a direct and proximate cause of the acts of Defendants' conduct, misrepresentation, bad faith, and fraud, the Plaintiff was financially harmed.

In addition to the above, the Defendants provided information to the Plaintiff that was false and/or misleading with the intent that the Plaintiff rely on said information to his financial detriment.

¶ 19. WHEREFORE, the Plaintiff, WILLIAM J. RUOTOLI, demands judgment against the Defendants, AFNI, INC., CHASE RECEIVABLES , A PROFESSIONAL COLLECTION AGENCY, CHASE RECEIVABLES, INC., CONVERGENT OUTSOURCING, INC., and EOS CCA, jointly and severally, in the amount of \$70,000.00 plus interests, costs, and attorneys fees and for whatever other damages the Court sees fit and just.

COUNT II

(Violation of The Rhode Island Fair Debt Collection Practices R.I.G.L. § 19-14.9-1 through § 19-14.9-14)

¶ 20. The Plaintiff, WILLIAM J. RUOTOLI, repeats and re-avers paragraphs 1 though 19 above as if they were stated here verbatim.

¶ 21. Beginning in, or around January, 2012, and at times thereafter, the Defendants, and or their predecessors or assigns, at various times provided communication

¶ 22. In, or around January, 2012, the Defendants, were subject to The Fair Debt Collection Practices Act - Pub. L. 109-351, §§ 801-819, 120 Stat. 1966

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((2006)) and 15 U.S.C. §§ 1692-1692p and The Rhode Island Fair Debt Collection Practices R.I.G.L. § 19-14.9-1 through § 19-14.9-14.

¶23. In, or around January, 2012, the Defendants, and or their predecessors or assigns, were aware that the Plaintiff contested the debt and proof of debt and requested documents, information and proof of debt by, inter alias, requesting the following:

- a. "It was requested that they provide, within five (5) business days any proof of claimed debt owed.
- b. A breakdown of the claimed debt with respect to amounts owed and dates on which claimed debt was owed.
- c. It is requested that they provide proof of signatures on any claimed debt owed.
- d. It is requested that they immediately advise who the original claimed creditor was and whether the claimed debt has been purchased and by whom.
- e. They were requested to provide all notices and documentation required in compliance with the Federal Fair Debt Collection Practices Act.
- f. It is requested that they provide proof of debt and signatures of the purported debtor from their predecessors collection agents and the claimed Creditor, if any.
- g. It is requested that they provide any and all documentation with respect to how the original creditor, successive creditor(s), or any collection agency has calculated the amount which is claimed to be owed.

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- h. It is requested that any and all documentation purporting to be a contract on which they or any creditor with an interest in the above between the undersigned and the ORIGINAL creditor.
- i. Information identifying the name of any purchaser or purchasers of the claimed debt.
- j. It is requested that any contract purporting to sell or transfer any debt obligation which claims to involve the Creditor named in their communications to the Plaintiff.
- k. Any and all documentation related to notices sent by VERIZON concerning claimed delinquency with respect to an account in the name of the undersigned for the past three (3) years.
- l. Any and all documentation reflecting payments made to VERIZON, including but not limited to, copies of cancelled checks, electronic payments from the undersigned's bank account, and any other electronic payments made to VERIZON."

¶24. The Defendants failed to comply with a majority of the requests and failed to comply with The Rhode Island Fair Debt Collection Practices R.I.G.L. § 19-14.9-1 through § 19-14.9-14.

¶25. As a direct and proximate cause of the acts of Defendants' conduct, misrepresentation, and fraud, the Plaintiff was financially harmed.

¶26. WHEREFORE, the Plaintiff, WILLIAM J. RUOTOLI, demands judgment against the Defendants, AFNI, INC., CHASE RECEIVABLES , A PROFESSIONAL COLLECTION AGENCY, CHASE RECEIVABLES, INC.,

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CONVERGENT OUTSOURCING, INC., and EOS CCA, jointly and severally, in the amount of \$70,000.00 plus interests, costs, and attorneys fees and for whatever other damages the Court sees fit and just.

**III  
(Fraud)**

¶ 27. The Plaintiff repeats and re-avers paragraphs 1 though 26 above as if they were stated here verbatim.

¶ 28. In, or around January, 2012, the Defendants, were subject to The Fair Debt Collection Practices Act - Pub. L. 109-351, §§ 801-819, 120 Stat. 1966 ((2006)) and 15 U.S.C. §§ 1692-1692p and The Rhode Island Fair Debt Collection Practices R.I.G.L. § 19-14.9-1 through § 19-14.9-14.

¶ 29. In, or around January, 2012, the Defendants, and or their predecessors or assigns, were aware that the Plaintiff contested the debt and proof of debt and requested documents, information and proof of debt by, inter alias, requesting the following:

- a. "It was requested that they provide, within five (5) business days any proof of claimed debt owed.
- b. A breakdown of the claimed debt with respect to amounts owed and dates on which claimed debt was owed.
- c. It is requested that they provide proof of signatures on any claimed debt owed.
- d. It is requested that they immediately advise who the original claimed creditor was and whether the claimed debt has been purchased and by whom.

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- e. They were requested to provide all notices and documentation required in compliance with the Federal Fair Debt Collection Practices Act.
- f. It is requested that they provide proof of debt and signatures of the purported debtor from their predecessors collection agents and the claimed Creditor, if any..
- g. It is requested that they provide any and all documentation with respect to how the original creditor, successive creditor(s), or any collection agency has calculated the amount which is claimed to be owed.
- h. It is requested that any and all documentation purporting to be a contract on which they or any creditor with an interest in the above between the undersigned and the ORIGINAL creditor.
- i. Information identifying the name of any purchaser or purchasers of the claimed debt.
- j. It is requested that any contract purporting to sell or transfer any debt obligation which claims to involve the Creditor named in their communications to the Plaintiff.
- k. Any and all documentation related to notices sent by VERIZON concerning claimed delinquency with respect to an account in the name of the undersigned for the past three (3) years.
- l. Any and all documentation reflecting payments made to VERIZON, including but not limited to, copies of cancelled checks, electronic payments from the undersigned's bank account, and any other electronic payments made to VERIZON.”

RUOTOLI v. EOS CCA, et al., PC2013-To Be Determined

¶ 30. The Defendants failed to comply with a majority of the requests and failed to comply with The Rhode Island Fair Debt Collection Practices R.I.G.L. § 19-14.9-1 through § 19-14.9-14.

¶ 31. As a direct and proximate cause of the acts of Defendants' conduct, misrepresentation, and fraud, the Plaintiff was financially harmed.

¶ 32. As of the writing of this Complaint, the Defendants have failed to provide the information requested above.

¶ 33. The Defendants, without cause, justification, or excuse, fraudulently misrepresented facts to the Plaintiff with the intent that he rely upon them to his financial detriment as well as:

a. Made false and/or misleading statements, with full knowledge that such statements were false and/or misleading or, in the alternative, should have known that such statements were false and/or misleading that had, and have, the capacity, tendency, or effect, of misleading and/or deceiving, Rhode Island Consumers and more particularly mislead or deceived the Plaintiff;

b. Failed to state material facts concerning a contract entered into between Verizon and Plaintiff;

c. Attempted to collect a debt from the Plaintiff had no proof of contract under which they could collect monies from the Plaintiff;

d. Failed to confirm or take reasonable steps to ensure that the debt had not been contested to the purported Creditor;

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e. Failed to confirm or take reasonable steps to ensure that the debt had not been contested to prior debt collectors;

f. Failed to inform the Plaintiff that they had no proof of contract under which they could collect monies from the Plaintiff and attempted to collect monies just the same;

g. Intentionally failed to comply with the Federal Fair Debt Collection Practices Act Fair Debt Collection Practices Act ("FDCPA" hereinafter); As amended by Pub. L. 109-351, §§ 801-819, 120 Stat. 1966 (2006) and 15 U.S.C. §§ 1692-1692p. as well as the Rhode Island Fair Debt Collection Practices Act ("RI FDCPA" hereinafter), R.I.G.L. § 19-14.9-1 through § 19-14.9-14 with knowledge that they had no legal right to recover a debt against the Plaintiff;

h. Knowingly attempted to collect a debt that the purported creditor or original creditor had assigned for collection to other firms and/or knew from the creditor or original creditor that the debt was contented.

¶ 34. Beginning in, or around January, 2012, and at times thereafter, the Defendants, and or their predecessors or assigns, by their conduct violated The Fair Debt Collection Practices Act - Pub. L. 109-351, §§ 801-819, 120 Stat. 1966 ((2006)) and 15 U.S.C. §§ 1692-1692p and The Rhode Island Fair Debt Collection Practices R.I.G.L. § 19-14.9-1 through § 19-14.9-14.

¶ 35. WHEREFORE, the Plaintiff, WILLIAM J.RUOTOLO, demands judgment against the Defendants plus interests, costs, and attorneys fees and for whatever other damages the Court sees fit and just.

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**COUNT IV**  
**(Unfair Business Dealings/Bad Faith)**

¶ 36. The Plaintiff re-alleges, re-avers and incorporates herein by reference the allegations set forth in paragraphs 1 through 35 above.

¶ 37. The Defendants, TRACFONE WIRELESS, INC. and ABC, ALIAS ("Defendants" hereinafter) is a foreign corporation with a usual place of business at 9700 NW 112th Avenue, Miami, FL 33178 and is conducting business within the State of Rhode Island, has its corporate headquarters domiciled at 9700 NW 112th Avenue, Miami, FL 33178 and has no registered agent for service of process listed with the Rhode Island Secretary of State.

¶ 38. In, or around January, 2012, the Defendants, and or their predecessors or assigns, were aware that the Plaintiff contested the debt and proof of debt and requested documents, information and proof of debt by, inter alias, requesting the following:

- a. "It was requested that they provide, within five (5) business days any proof of claimed debt owed.
- b. A breakdown of the claimed debt with respect to amounts owed and dates on which claimed debt was owed.
- c. It is requested that they provide proof of signatures on any claimed debt owed.
- d. It is requested that they immediately advise who the original claimed creditor was and whether the claimed debt has been purchased and by whom.

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- e. They were requested to provide all notices and documentation required in compliance with the Federal Fair Debt Collection Practices Act.
- f. It is requested that they provide proof of debt and signatures of the purported debtor from their predecessors collection agents and the claimed Creditor, if any.
- g. It is requested that they provide any and all documentation with respect to how the original creditor, successive creditor(s), or any collection agency has calculated the amount which is claimed to be owed.
- h. It is requested that any and all documentation purporting to be a contract on which they or any creditor with an interest in the above between the undersigned and the ORIGINAL creditor.
- i. Information identifying the name of any purchaser or purchasers of the claimed debt.
- j. It is requested that any contract purporting to sell or transfer any debt obligation which claims to involve the Creditor named in their communications to the Plaintiff.
- k. Any and all documentation related to notices sent by VERIZON concerning claimed delinquency with respect to an account in the name of the undersigned for the past three (3) years.
- l. Any and all documentation reflecting payments made to VERIZON, including but not limited to, copies of cancelled checks, electronic payments from the undersigned's bank account, and any other electronic payments made to VERIZON.”

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¶ 39. The Defendants failed to comply with a majority of the requests and failed to comply with The Rhode Island Fair Debt Collection Practices R.I.G.L. § 19-14.9-1 through § 19-14.9-14.

¶ 40. As a direct and proximate cause of the acts of Defendants' conduct, misrepresentation, and bad faith, and fraud, the Plaintiff was financially harmed.

¶ 41. As of the writing of this Complaint, the Defendants have failed to provide the information requested above.

¶ 42. The Defendants, without cause, justification, or excuse, fraudulently misrepresented facts to the Plaintiff with the intent that he rely upon them to his financial detriment as well as:

a. Made false and/or misleading statements, with full knowledge that such statements were false and/or misleading or, in the alternative, should have known that such statements were false and/or misleading that had, and have, the capacity, tendency, or effect, of misleading and/or deceiving, Rhode Island Consumers and more particularly mislead or deceived the Plaintiff;

b. Failed to state material facts concerning a contract entered into between Verizon and Plaintiff;

c. Attempted to collect a debt from the Plaintiff had no proof of contract under which they could collect monies from the Plaintiff;

d. Failed to confirm or take reasonable steps to ensure that the debt had not been contested to the purported Creditor;

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e. Failed to confirm or take reasonable steps to ensure that the debt had not been contested to prior debt collectors;

f. Failed to inform the Plaintiff that they had no proof of contract under which they could collect monies from the Plaintiff and attempted to collect monies just the same;

g. Intentionally failed to comply with the Federal Fair Debt Collection Practices Act Fair Debt Collection Practices Act ("FDCPA" hereinafter), As amended by Pub. L. 109-351, §§ 801-819, 120 Stat. 1966 (2006) and 15 U.S.C. §§ 1692-1692p. as well as the Rhode Island Fair Debt Collection Practices Act ("RI FDCPA" hereinafter), R.I.G.L. § 19-14.9-1 through § 19-14.9-14 with knowledge that they had no legal right to recover a debt against the Plaintiff;

h. Knowingly attempted to collect a debt that the purported creditor or original creditor had assigned for collection to other firms and/or knew from the creditor or original creditor that the debt was contented.

¶ 43. Beginning in, or around January, 2012, and at times thereafter, the Defendants, and or their predecessors or assigns, by their conduct violated The Fair Debt Collection Practices Act - Pub. L. 109-351, §§ 801-819, 120 Stat. 1966 ((2006)) and 15 U.S.C. §§ 1692-1692p and The Rhode Island Fair Debt Collection Practices R.I.G.L. § 19-14.9-1 through § 19-14.9-14.

¶ 44. Under the laws of the State of Rhode Island, Defendants, had an obligation to refrain from unfair business dealings, § 6-13.1-1, et seq. and bad faith.

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¶ 45. The Defendant, Defendants, failed to comply with the statute and violated its obligations to refrain from unfair business dealings, § 6-13.1-1. Et seq., and bad faith without cause, justification, or excuse, breached its contract with the Plaintiff to the Plaintiff's financial detriment in, among other ways, as follows:

- a. Made false and/or misleading statements that had, and have, the capacity, tendency, or effect, of misleading and/or deceiving Rhode Island Consumers and more particularly mislead or deceived the Plaintiff;
- b. Failed to state material facts concerning a contract entered into between the Defendants and Plaintiff;
- c. Failed to comply with the terms of the contract or contracts;
- d. Failed to respond in a reasonable manner to the Plaintiff informing the Defendant that the item sold had missing parts and a defective product.
- e. Made meaningless and irrelevant responses to the Plaintiff concerning the notice of breach of contract after the Plaintiff notified the Defendant that the item sold had missing parts in an unfair business manner.
- f. Failed to respond to the Plaintiff's notices that he was placed in a position to have to litigate their breach of contract as they had failed and/or refused to respond to his concerns that the product had missing parts and could not be used.
- g. Requiring the Plaintiff to litigate in order to obtain recovery for the Defendant's Breach of Contract.

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h. Making no meaningful offers of resolution once the Defendant was informed of the breach of contract and requiring the Plaintiff to litigate.

i. Abrogating its contractual obligations with respect to the contract between the Plaintiff and Defendants.

¶ 46. As a direct and proximate cause of the acts of Defendants' conduct, the Plaintiff was financially harmed.

¶ 47. As a direct and proximate cause of Defendants' violations of the unfair business statute, the Plaintiff has suffered financial harm.

¶ 48. WHEREFORE, the Plaintiff, WILLIAM J. RUOTOLI, demands judgment against the Defendant, in the amount of \$500,000 aggregate for all Counts in this Complaint, plus interest, costs, and attorney's fees.

**THE PLAINTIFF RESPECTFULLY RESERVES THE RIGHT TO AMEND THIS COMPLAINT TO CONFORM TO THE EVIDNECE PROCURRED THROUGH DISCOVERY.**

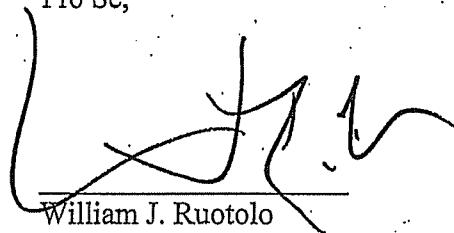
**JURY TRIAL DEMAND**

The Plaintiff, WILLIAM J. RUOTOLI, respectfully claims a trial by jury on all issues raised in the Plaintiff's Complaint and for damages in the amount of \$70,000.00 plus interests, costs, and attorneys fees and for whatever other damages the Court sees fit and just as a result of the Defendants' actions and breaches of duties owed to the Plaintiff.

RUOTOLI v. EOS CCA, et al., PC2013-To Be Determined

*Respectfully Submitted,*

**PLAINTIFF,**  
Pro Se,



William J. Ruotolo  
PO Box 111  
North Scituate, RI 02857  
Phone: (401) 489-1051  
williamjruotolo@gmail.com

Dated: January 6, 2014

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William J. Rutledge  
Attorney & Counselor at Law  
PO Box 111  
North Scituate, RI 02857



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S. J. D. EOS CCA  
700 Longwater Drive  
Norwell, MA 02061

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### WAIVER OF THE SERVICE OF SUMMONS

To: WILLIAM J. RUOTOLI, PLAINTIFF  
*(Name of the plaintiff's attorney or unrepresented plaintiff)*

I have received your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date: 2-4-14

Susan Giordano for EOS CCA  
Signature of the attorney or unrepresented party

Susan Giordano  
Printed name of party waiving service of summons

700 Longwater Drive  
Address

Norwell, MA  
E-mail address

02061

Telephone number

### Duty to Avoid Unnecessary Expenses of Serving a Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United

RUOTOLI v. EOS CCA, et al., PC2013-To Be Determined

States will be required to pay the expenses of service, unless the defendant shows good cause for the failure. "Good cause" does *not* include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

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Dallas  
10351104

WILLIAM J. RUOTOLI  
ATTORNEY & COUNSELLOR AT LAW

November 24, 2013

AFNI, INC.  
310 Martin Luther King Drive  
Bloomington, IL 61702-3517

AFNI, INC.  
Gregory J. Donovan  
Registered Agent for Service of Process  
404 Brock Drive  
Bloomington, IL 61701

CHASE RECEIVABLES, A PROFESSIONAL COLLECTION AGENCY  
1247 Broadway  
Sonoma, CA 95478

CHASE RECEIVABLES, A PROFESSIONAL COLLECTION AGENCY  
Terremce L. Paff  
Registered Agent for Service of Process  
951 California, Blvd.,  
Napa, CA 94559

CHASE RECEIVABLES, INC.  
1247 Broadway  
Sonoma, CA 95478

CHASE RECEIVABLES, INC.  
Terremce L. Paff  
Registered Agent for Service of Process  
951 California, Blvd.,  
Napa, CA 94559

CONVERGENT OUTSOURCING, INC.  
800 SW 39th Street  
PO Box 9004  
Renton, WA 98057

CONVERGENT OUTSOURCING, INC.  
Steven J. Hunter  
Registered Agent for Service of Process  
800 SW 39th Street  
WA 98057-9004

WILLIAM J. RUOTOLI  
ATTORNEY & COUNSELLOR AT LAW

EOS CCA  
700 Longwater Drive  
Norwell, MA 02061

RE: Claimed Original Creditor: Verizon

AFNI, INC. - Claimed Original Creditor: Verizon  
Account #: 037732277-01 & 7785002563090605

Chase Receivables - Account #: 09437787  
Creditor Acct #: 7785002563090805

Convergent Outsourcing, Inc. - Account #: 7785002563090805  
Convergent Account No: B-31777940

EOS CCA - Account #: 10351104  
Reference #: 7785002563090805

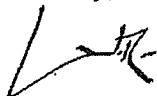
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Dear Sir/Madame:

COMPLAINT BY PLAINTIFF, WILLIAM J. RUOTOLI AGAINST DEFENDANTS, AFNI, INC., CHASE RECEIVABLES, A PROFESSIONAL COLLECTION AGENCY, CONVERGENT OUTSOURCING, INC., AND EOS CCA

Should you wish to discuss resolution prior to litigation being instituted, please contact the undersigned in writing via email by the close of business on November 29, 2013.

Sincerely,



William J. Ruotolo

CONFIDENTIAL COMMUNICATION & DISCLOSURE

This communication and any files transmitted with it in hard copy or electronically are confidential and intended solely for the use of the individual or entity to whom/which they are addressed.

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The Rhode Island Supreme Court licenses all lawyers in the general practice of law. The court does not license or certify any lawyer as an expert or specialist in any field of practice. *Rhode Island Rules of Professional Conduct Rule 7.4 (As amended by the court on December 16, 1997; April 15, 2007).*

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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
PROVIDENCE, SC. SUPERIOR COURT  
CIVIL DOCKET # C.A. PC12-

WILLIAM J. RUOTOLI,  
*Plaintiff,*

V.

AFNI, INC.,  
CHASE RECEIVABLES,  
A PROFESSIONAL COLLECTION AGENCY,  
CHASE RECEIVABLES, INC.,  
CONVERGENT OUTSOURCING, INC., and  
EOS CCA,  
*Defendants*

**COMPLAINT BY PLAINTIFF, WILLIAM J. RUOTOLo AGAINST  
DEFENDANTS, AFNI, INC., CHASE RECEIVABLES, A PROFESSIONAL  
COLLECTION AGENCY, CONVERGENT OUTSOURCING, INC., AND  
EOS CCA**

NOW COMES the Plaintiff, WILLIAM J. RUOTOLo and states as follows:

¶ 1. The Plaintiff, WILLIAM J. RUOTOLLO, is a Rhode Island resident whose current address is PO Box 111, North Scituate, RI 02857.

¶ 2. The Defendant, AFNI, INC., is an entity incorporated in the state of Illinois and is a corporation which provides debt collection services, has a usual business address listed as 310 Martin Luther King Drive, Bloomington, IL 61702-3517, and whose registered agent for service of process is Gregory J. Donovan, 404 Brock Drive, Bloomington, IL 61701.

¶ 3. The Defendant, CHASE RECEIVABLES, A PROFESSIONAL COLLECTION AGENCY, is an entity incorporated in the state of California and is a corporation which provides debt collection services, has a usual business address listed as 1247 Broadway, Sonoma, CA 95478, and whose registered agent for service of process is Terremce L. Paff, 951 California, Blvd., Napa, CA 94559.

¶ 4. The Defendant, CHASE RECEIVABLES, INC., is an entity incorporated in the state of California and is a corporation which provides debt collection services, has a usual business address listed as 1247 Broadway, Sonoma, CA 95478, and whose registered agent for service of process is Terremce L. Paff, 951 California, Blvd., Napa, CA 94559 and as of November 22, 2013, the Secretary of State's website indicates this entities status is "SUSPENDED."

¶ 5. The Defendant, CONVERGENT OUTSOURCING, INC., is an entity incorporated in the state of Washington and is a corporation which provides debt collection services, has a usual business address listed as 800 SW 39th Street, PO Box 9004, Renton, WA 98057, and whose registered agent for service of process is Steven J. Hunter, 800 SW 39<sup>th</sup> Street, WA 98057-9004.

¶ 6. The Defendant, EOS CCA, is an entity which is engaged in debt collection throughout the United States with a usual place of business at 700 Longwater Drive, Norwell, MA 02061, and its internet website indicates the following concerning EOS CCA: "The EOS Group is a group of companies active throughout the world, with more than 40 subsidiaries and associated companies in

RUOTOLI v. EOS CCA, et al., PCD2013-To Be Determined

over 20 countries. Its headquarters are in Hamburg (Germany)," and that "EOS CCA is headquartered just outside Boston in Norwell, Massachusetts." See <http://www.eos-cca.com/AboutEOSCCA/tabid/56/Default.aspx>. It is not registered with the Massachusetts Secretary of State, Corporations Division under the name EOS CCA. EOS CCA is an entity which provides debt collection services.

¶ 7. Beginning in, or around January, 2012, and at times thereafter, the Defendants, and or their predecessors or assigns, at various times provided communication

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¶ 8. In, or around January, 2012, the Defendants, were subject to The Fair Debt Collection Practices Act - Pub. L. 109-351, §§ 801-819, 120 Stat. 1966 ((2006)) and 15 U.S.C. §§ 1692-1692p and The Rhode Island Fair Debt Collection Practices R.I.G.L. § 19-14.9-1 through § 19-14.9-14.

¶ 9. In, or around January, 2012, the Defendants, and or their predecessors or assigns, were aware that the Plaintiff contested the debt and proof of debt and requested documents, information and proof of debt by, inter alias, requesting the following:

- a. "It was requested that they provide, within five (5) business days any proof of claimed debt owed.
- b. A breakdown of the claimed debt with respect to amounts owed and dates on which claimed debt was owed.
- c. It is requested that you provide proof of signatures on any claimed debt owed.

RUOTOLI v. EOS CCA, et al., PCD2013-To Be Determined

- d. It is requested that you immediately advise who the original claimed creditor was and whether the claimed debt has been purchased and by whom.
- e. You are requested to provide all notices and documentation required in compliance with the Federal Fair Debt Collection Practices Act.
- f. It is requested that you provide proof of debt and signatures of the purported debtor from your predecessors collection agents and the claimed Creditor, if any.

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- g. It is requested that you provide any and all documentation with respect to how the original creditor, successive creditor(s), or any collection agency has calculated the amount which is claimed to be owed.
- h. It is requested that any and all documentation purporting to be a contract on which you or any creditor with an interest in the above between the undersigned and the ORIGINAL creditor.
- i. Information identifying the name of any purchaser or purchasers of the claimed debt.

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- j. It is requested that any contract purporting to sell or transfer any debt obligation which claims to involve the Creditor named above be provided at this time.

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- k. Any and all documentation related to notices sent by VERIZON concerning claimed delinquency with respect to an account in the name of the undersigned for the past three (3) years.
- l. Any and all documentation reflecting payments made to VERIZON, including but not limited to, copies of cancelled checks, electronic payments from the undersigned's bank account, and any other electronic payments made to VERIZON."

¶ 10. The Defendants failed to comply with a majority of the requests and failed to comply with The Fair Debt Collection Practices Act - Pub. L. 109-351, §§ 801-819, 120 Stat. 1966 ((2006)) and 15 U.S.C. §§ 1692-1692p and The Rhode Island Fair Debt Collection Practices R.I.G.L. § 19-14.9-1 through § 19-14.9-14.

¶ 11. As a direct and proximate cause of the acts of Defendants' conduct, misrepresentation, and fraud, the Plaintiff was financially harmed.

#### CAUSES OF ACTION

##### COUNT I

(Violation of The Fair Debt Collection Practices Act - Pub. L. 109-351, §§ 801-819, 120 Stat. 1966 ((2006)) and 15 U.S.C. §§ 1692-1692p)

¶ 12. The Plaintiff, WILLIAM J. RUOTOLI, repeats and re-avers paragraphs 1 though 11 above as if they were stated here verbatim.

¶ 13. Beginning in, or around January, 2012, and at times thereafter, the Defendants, and or their predecessors or assigns, at various times provided communication

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¶ 14. In, or around January, 2012, the Defendants, were subject to The Fair Debt Collection Practices Act - Pub. L. 109-351, §§ 801-819, 120 Stat. 1966 ((2006)) and 15 U.S.C. §§ 1692-1692p and The Rhode Island Fair Debt Collection Practices R.I.G.L. § 19-14.9-1 through § 19-14.9-14.

¶ 15. In, or around January, 2012, the Defendants, and or their predecessors or assigns, were aware that the Plaintiff contested the debt and proof of debt and requested documents, information and proof of debt by, inter alias, requesting the following:

- a. "It was requested that they provide, within five (5) business days any proof of claimed debt owed.
- b. A breakdown of the claimed debt with respect to amounts owed and dates on which claimed debt was owed.
- c. It is requested that you provide proof of signatures on any claimed debt owed.
- d. It is requested that you immediately advise who the original claimed creditor was and whether the claimed debt has been purchased and by whom.
- e. You are requested to provide all notices and documentation required in compliance with the Federal Fair Debt Collection Practices Act.
- f. It is requested that you provide proof of debt and signatures of the purported debtor from your predecessors collection agents and the claimed Creditor, if any.

RUOTOLI v. EOS CCA, et al., PCD2013-To Be Determined

- g. It is requested that you provide any and all documentation with respect to how the original creditor, successive creditor(s), or any collection agency has calculated the amount which is claimed to be owed.
- h. It is requested that any and all documentation purporting to be a contract on which you or any creditor with an interest in the above between the undersigned and the ORIGINAL creditor.
- i. Information identifying the name of any purchaser or purchasers of the claimed debt.
- j. It is requested that any contract purporting to sell or transfer any debt obligation which claims to involve the Creditor named above be provided at this time.
- k. Any and all documentation related to notices sent by VERIZON concerning claimed delinquency with respect to an account in the name of the undersigned for the past three (3) years.
- l. Any and all documentation reflecting payments made to VERIZON, including but not limited to, copies of cancelled checks, electronic payments from the undersigned's bank account, and any other electronic payments made to VERIZON."

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¶ 16. The Defendants failed to comply with a majority of the requests and failed to comply with The Fair Debt Collection Practices Act - Pub. L. 109-351, §§ 801-819, 120 Stat. 1966 ((2006)) and 15 U.S.C. §§ 1692-1692p and The

RUOTOLI v. EOS CCA, et al., PCD2013-To Be Determined

Rhode Island Fair Debt Collection Practices R.I.G.L. § 19-14.9-1 through § 19-14.9-14.

¶ 17. As a direct and proximate cause of the acts of Defendants' conduct, misrepresentation, and fraud, the Plaintiff was financially harmed.

¶ 18. WHEREFORE, the Plaintiff, WILLIAM J. RUOTOLI, demands judgment against the Defendants, AFNI, INC., CHASE RECEIVABLES , A PROFESSIONAL COLLECTION AGENCY, CHASE RECEIVABLES, INC., CONVERGENT OUTSOURCING, INC., and EOS CCA, jointly and severally, in the amount of \$70,000.00 plus interests, costs, and attorneys fees and for whatever other damages the Court sees fit and just.

**COUNT II**

**(Violation of The Rhode Island Fair Debt Collection Practices R.I.G.L. § 19-14.9-1 through § 19-14.9-14)**

¶ 19. The Plaintiff, WILLIAM J. RUOTOLI, repeats and re-avers paragraphs 1 though 18 above as if they were stated here verbatim.

¶ 20. Beginning in, or around January, 2012, and at times thereafter, the Defendants, and or their predecessors or assigns, at various times provided communication

¶ 21. In, or around January, 2012, the Defendants, were subject to The Fair Debt Collection Practices Act--Pub. L. 109-351, §§ 801-819, 120 Stat. 1966 ((2006)) and 15 U.S.C. §§ 1692-1692p and The Rhode Island Fair Debt Collection Practices R.I.G.L. § 19-14.9-1 through § 19-14.9-14.

¶ 22. In, or around January, 2012, the Defendants, and or their predecessors or assigns, were aware that the Plaintiff contested the debt and proof

RUOTOLI v. EOS CCA, et al., PCD2013-To Be Determined

of debt and requested documents, information and proof of debt by, inter alias,  
requesting the following:

- a. "It was requested that they provide, within five (5) business days  
any proof of claimed debt owed.
- b. A breakdown of the claimed debt with respect to amounts owed  
and dates on which claimed debt was owed.
- c. It is requested that you provide proof of signatures on any claimed  
debt owed.
- d. It is requested that you immediately advise who the original  
claimed creditor was and whether the claimed debt has been  
purchased and by whom.

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- e. You are requested to provide all notices and documentation  
required in compliance with the Federal Fair Debt Collection  
Practices Act.
- f. It is requested that you provide proof of debt and signatures of the  
purported debtor from your predecessors collection agents and the  
claimed Creditor, if any.

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- g. It is requested that you provide any and all documentation with  
respect to how the original creditor, successive creditor(s), or any  
collection agency has calculated the amount which is claimed to be  
owed.

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RUOTOLI v. EOS CCA, et al., PCD2013-To Be Determined

- h. It is requested that any and all documentation purporting to be a contract on which you or any creditor with an interest in the above between the undersigned and the ORIGINAL creditor.
- i. Information identifying the name of any purchaser or purchasers of the claimed debt.
- j. It is requested that any contract purporting to sell or transfer any debt obligation which claims to involve the Creditor named above be provided at this time.
- k. Any and all documentation related to notices sent by VERIZON concerning claimed delinquency with respect to an account in the name of the undersigned for the past three (3) years.
- l. Any and all documentation reflecting payments made to VERIZON, including but not limited to, copies of cancelled checks, electronic payments from the undersigned's bank account, and any other electronic payments made to VERIZON."

¶ 23. The Defendants failed to comply with a majority of the requests and failed to comply with The Rhode Island Fair Debt Collection Practices R.I.G.L. § 19-14.9-1 through § 19-14.9-14.

¶ 24. As a direct and proximate cause of the acts of Defendants' conduct, misrepresentation, and fraud, the Plaintiff was financially harmed.

¶ 25. WHEREFORE, the Plaintiff, WILLIAM J. RUOTOLI, demands judgment against the Defendants, AFNI, INC., CHASE RECEIVABLES , A PROFESSIONAL COLLECTION AGENCY, CHASE RECEIVABLES, INC.,

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CONVERGENT OUTSOURCING, INC., and EOS CCA, jointly and severally, in the amount of \$70,000.00 plus interests, costs, and attorneys fees and for whatever other damages the Court sees fit and just.

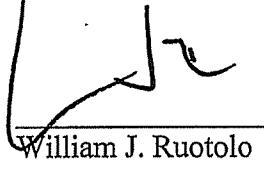
**THE PLAINTIFF RESPECTFULLY RESERVES THE RIGHT TO  
AMEND THIS COMPLAINT TO CONFORM TO THE EVIDNECE  
PROCURRED THROUGH DISCOVERY.**

**JURY TRIAL DEMAND**

The Plaintiff, WILLIAM J. RUOTOLI, respectfully claims a trial by jury on all issues raised in the Plaintiff's Complaint and for damages in the amount of \$70,000.00 plus interests, costs, and attorneys fees and for whatever other damages the Court sees fit and just as a result of the Defendants' actions and breaches of duties owed to the Plaintiff.

*Respectfully Submitted,*

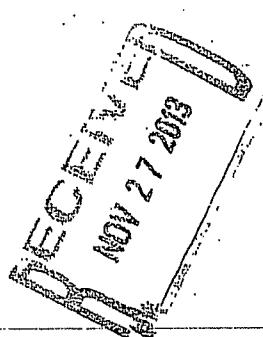
**PLAINTIFF,  
Pro Se,**

  
\_\_\_\_\_  
William J. Ruotolo  
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North Scituate, RI 02857  
Phone: (401) 489-1051  
williamjruotolo@gmail.com

Dated: November 24, 2013

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